

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 13
1. REQUEST NO. <b>PR10784327</b>	2. DATE ISSUED <b>June 6, 2022</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>PR10784327</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY <b>General Services Officer, U.S. Embassy Freetown Southridge Hill Station Freetown, Sierra Leone <a href="mailto:FreetownGSOprocurement@state.gov">FreetownGSOprocurement@state.gov</a></b>			6. DELIVER BY <i>(Date)</i>				
5B. FOR INFORMATION CALL: <i>(Name and telephone no.) (No collect calls)</i>			7. DELIVERY				
NAME <b>Beau P. Garrett</b>		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION    OTHER <i>(See Schedule)</i>			
		AREA CODE <b>+232</b>	NUMBER <b>99105500</b>	<b>U.S. Embassy Freetown, Southridge Hill Station, Freetown</b>			
8. TO:			9. DESTINATION				
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE			
c. STREET ADDRESS			b. STREET ADDRESS				
d. CITY		e. STATE	f. ZIP CODE	c. CITY			
				d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS <i>(Date)</i> <b>June 30, 2022</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE <i>(Include applicable Federal, State and local taxes)</i>							
ITEM NO. (a)	SUPPLIES/SERVICES: (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
<b>1</b>	<b>SUPPLY &amp; INSTALLATION SERVICE OF MULTI PURPOSE COMFORT SYSTEM FOR HALF BASKETBALL &amp; MULTI PURPOSE COURT RE-SURFACING</b>	<b>1</b>	<b>Lump sum</b>				
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS		
					NUMBER	%	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.							
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER							
b. STREET ADDRESS			16. SIGNER				
c. COUNTY			a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			AREA CODE	
						NUMBER	

Dear Prospective Offeror/Quoter:

The U.S. Embassy Freetown has a requirement for **supply & installation services for half basketball & multipurpose court re-surfacing** at the Embassy's basketball court. You are invited to submit a quotation including all documents as specified in the statement of work below. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, statement of work or specifications and technical qualifications.
3. NDAA Compliance Form.

A site visit set to hold June 14, 2022, at 10:00AM. Please contact [FreetownGSOprocurement@state.gov](mailto:FreetownGSOprocurement@state.gov) with the names of participants on or before June 10, 2022, at 2:00PM for access into the building.

The Embassy plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the U.S. Embassy to make any award. The Embassy may cancel this RFQ or any part of it at any time.

For your offer to be considered complete, it must include the following:

- Signed copy of the SF-18
- Complete business registration documents including current domestic tax certificate
- Quotation
- Work schedule (project activities, start and finish dates)
- Terms of payment
- Signed copy of the NDAA form

Please read the statement of work carefully, and if you are interested, submit your offer by completing the SF-18, NDAA compliance form and inclusion of the aforementioned documents to the address shown in block 5A of the SF-18 on or before June 30, 2022, at 4:00PM. Oral quotations will not be accepted. Questions related to this request shall be forwarded to [FreetownGSOprocurement@state.gov](mailto:FreetownGSOprocurement@state.gov) on or before June 20, 2022.

**PLACE OF PERFORMANCE:**

The Contractor shall **supply & multipurpose comfort system for half basketball & multipurpose court re-surfacing** at the Embassy's basketball court.

Primary Point of Contact

Beau P. Garrett

Contracting Officer

Phone: +232 99 105 500

Email: [FreetownGSOprocurement@state.gov](mailto:FreetownGSOprocurement@state.gov)

Sincerely,

Beau P. Garrett

Contracting Officer

Enclosure: As Stated

**SUPPLY & INSTALLATION SERVICE OF  
MULTIPURPOSE COMFORT SYSTEM  
FOR  
HALF BASKETBALL & MULTI PURPOSE  
COURT RE-SURFACING**

**UNITED STATES EMBASSY  
FREETOWN, SIERRA LEONE  
2022**

### **Background**

The project is described as Re-surfacing of the Basketball & multipurpose Court at the U.S. Embassy, Sierra Leone, Freetown, in the Recreation Building vicinity. The Contractor will be responsible to furnish all materials, labor, supervision, and equipment required for the completion of the project.

### **Deliverables**

The Contractor shall provide one fixed-priced Proposal for the complete Project that includes every aspect of the Work.

The contractor shall provide a Scope of Work for preparation of surface & installation according to the Manufacturer recommendations.

*The contractor shall procure, supply & install: **COURTSOL COMFORT and COMFORT FINISH PLUS Or its EQUIVALENT***

These are synthetic coatings based on acrylic resin in 4 and 5 layers on rubber carpet for tennis courts and other sports floors, and which also constitute a surface protection system, especially on concrete. MULTI PURPOSE COMFORT SYSTEM and COMFORT FINISH PLUS or its equivalent combines 1 bonding undercoat, 1 elastomer from 4 to 10 mm thick, 1 pore filler layer, 2 intermediate soft layers, with 1 wear resistant topcoat. In addition, MULTI PURPOSE COMFORT SYSTEM FINISH PLUS has 1 extra coat of paint that increases the ball speed and serves as a wear layer.

The Multipurpose Court will be comprised of three sporting disciplines: Football, Volleyball & Tennis; and the Half Basketball court. All line markings will be distinct. The multipurpose court is 648M<sup>2</sup> and the Half Basketball court is 155m<sup>2</sup>.

The Work shall be governed by the US Embassy, Freetown, Sierra Leone. International Codes to include the National Fire Prevention Association (NFPA), International Building Code, International Mechanical Code, International Plumbing Code, and the National Electric Code (NEC). The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.

The Work shall be executed in a diligent and workmanlike manner in accordance with the negotiated fixed price, proposed Scope of Work & Project Schedule.

### **General Conditions**

Unless otherwise agreed with the COR, the Work shall be executed during normal embassy working hours 8:00Am-17:15PM Monday through Friday.

The Contractor shall be responsible for conducting the work in a manner that ensures the safety of residents, employees and visitors on compound, and the Contractor's employees. Regular safety meetings shall be held among on-site contractor personnel, and safety

## SUPPLY & INSTALLATION SERVICE OF MULTIPURPOSE COMFORT SYSTEM

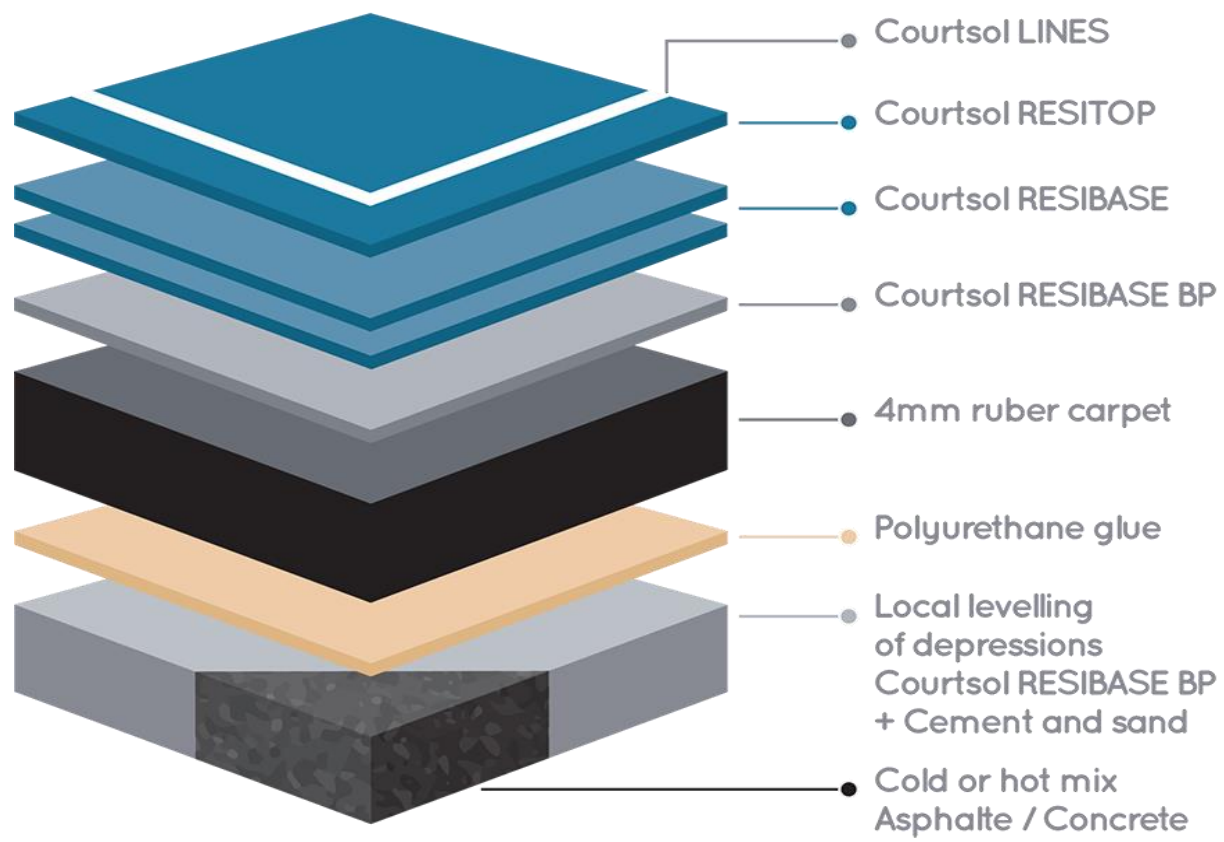
concerns shall immediately be brought to the attention of the Post Safety and Health Officer (PSHO) and the Contracting Officers Representative (COR).

The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work. The contractor shall comply with the U. S. Embassy security policy. Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractors compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of Subcontractors while on Consulate property.

### **ATTACHMENT #1- Proposed Finished Multipurpose court (Colors will be decided)**



## ATTACHMENT-RESURFACING WITH MULTIPURPOSE COMFORT SYSTEM -4mm ORI





**NDAA Compliance Form COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION**

Contractor Name:
Contractor's Authorized Representative:
Signature:
Date:

**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services,

regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It will ☐, will not ☐ provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does ☐, does not ☐ use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model



number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (AUG 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations.

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### **52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (DEC 2019)**

(a) *Definitions*. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications) and Video Surveillance Services or Equipment.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)